

TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: July 19, 2005

SUBJECT: Approval of Three Memoranda of Understanding (MOU) between the City of Redmond and the Redmond Fire Fighters Union #2829, I.A.F.F.

I. RECOMMENDED ACTION

By motion, approve three Memoranda of Understanding (MOU) with the Redmond Fire Fighters Union #2829, I.A.F.F. The council was advised of these issues on June 8, 2005. Two MOUs (Attachments A and B) contain a number of cleanup issues from contract mediation. The third MOU pertains to language for lateral hiring of firefighter-paramedics.

II. DEPARTMENT CONTACT PERSONS

Kerry Sievers, Human Resources Director – (425) 556-2122
 Tim Fuller, Fire Chief – (425) 556-2202
 Lori Brown, Compensation and Benefits Manager – (425) 556-2125
 Doug Albright, Attorney – (206) 447-7000
 Loren Charlston, Deputy Fire Chief – (425) 556-2205

III. DESCRIPTION

The issues discussed in the attached MOUs were first brought before the council on June 8, 2005 by the Human Resources Director. The Redmond Fire Fighters Union #2829, I.A.F.F. represents uniformed firefighters, lieutenants, captains, and battalion chiefs. In accordance with state law, negotiations are subject to interest arbitration and settlement by an outside arbitrator. Both parties have opted to proceed to interest arbitration for settlement; however, in mediation the city and union agreed to settle a “package of issues.” Settlement of these issues will:

- facilitate prompt implementation of negotiated solutions in advance of an arbitration hearing;
- remove issues from arbitration, thereby simplifying the arbitration process and reducing costs for both parties; and
- provide seniority-based salary and benefits for lateral-entry paramedics.

In summary, the three MOUs achieve the following.

MOU Regarding Partial Contract Settlement (Attachment A)

- Caps time off for union representatives during negotiations

- Clarifies the prohibition of union use of equipment and supplies
- Modifies the current practice regarding use of sick leave and retention of scheduled time off during periods of long-term disability and caps the number of paramedics and medical services officers scheduled for time off
- Modifies the liability insurance agreement to conform to other negotiated agreements

MOU Regarding the Deputy Fire Marshal Position (Attachment B)

Increases the length of time between rotations of firefighter-inspector positions to ensure maximum benefit of city-provided training and certification.

MOU Regarding the Lateral Hiring of Firefighter-Paramedics (Attachment C)

Provides the city with the ability to hire lateral firefighter-paramedics when there are no Redmond Fire or consortium employees who meet paramedic qualifications. The Memorandum of Understanding gives the City the opportunity to offer lateral firefighter-paramedic candidates a benefit and wage package commensurate with years of service as a professional firefighter or as a certified paramedic.

IV. IMPACT

The cost to implement the proposed agreements is \$800, and funds are sufficient to implement these changes.

V. ALTERNATIVES

Do not approve the memoranda of understanding.

VI. TIME CONSTRAINTS

None

VII. LIST OF ATTACHMENTS

- A. Partial Settlement MOU
- B. Deputy Fire Marshal MOU
- C. Lateral Paramedic MOU

/s/ Tim Fuller, Fire Chief

Date: 07/05/2005

Approved for Council Agenda: /s/ Rosemarie Ives, Mayor

Date: 07/05/2005

MEMORANDUM OF UNDERSTANDING
by and between
CITY OF REDMOND
and
REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") modifies certain provisions of the 2002-2004 Agreement by and between the CITY OF REDMOND and REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F (the "Agreement") as follows:

1. Purpose; Effective Date. This Memorandum records the understanding between the parties relating to certain issues to which the parties have agreed during collective bargaining for the successor agreement to the Agreement. This Memorandum will be effective upon its execution.

2. Section 2.1 — Management Rights. Section 2.1 of the Agreement is amended in its entirety to read as follows:

Section 2.1 - Enumeration. The Union recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. The powers and authority which the Employer has not expressly abridged, delegated, or modified by this Agreement are retained by the Employer.

Management rights and responsibilities as described above shall include the following:

- A. Directing employees,
- B. Recruiting, hiring, promoting, transferring, assigning, and retaining employees,
- C. Suspending, demoting, discharging, or taking other legitimate disciplinary actions against employees for just cause,
- D. Relieving employees from duty because of lack of work or funds, or other legitimate reasons,
- E. Maintaining the efficiency of the operations entrusted to the Employer,
- F. Controlling the department budget,
- G. Determining the methods, means, location, and personnel by which operations are to be conducted, and,
- H. Taking whatever actions are necessary in emergencies to assure the proper functioning of the Department.

Provided that the exercise of the management rights and responsibilities shall not conflict with City of Redmond Civil Service Ordinances, Rules or Regulations, or State Law.

3. **Section 5.1 – Union Official Time Off.** The first paragraph of Subsection A of Section 5.1 of the Agreement is amended in its entirety as follows:

- A. Coverage will be provided for up to two (2) negotiating team members whose regular duty falls on a scheduled negotiation session day. Members of the negotiating team will make every attempt to secure their own coverage to minimize the overtime impact on the Department, and if unsuccessful in so doing, the Battalion Chief's office will be notified at least forty-eight (48) hours in advance of the scheduled negotiation day so that overtime coverage may be arranged.

4. **New Section 5.4 — Union Use of Employer's Equipment and Supplies.** A new Section 5.4 is added to the Agreement as follows:

Section 5.4 - Union Use of Employer's Equipment and Supplies. The Union and its representatives shall not use Employer's equipment or supplies unless (i) allowed by written policies of the Employer, or (ii) the Employer's Finance Department agrees to an appropriate amount of reimbursement.

5. **Lateral Firefighter-Paramedics.** Article XII, Section C. is amended in its entirety to read as follows:

- C. Firefighter-Paramedic: If no Department employee or employee from a Consortium agency, who meets the required qualifications and criteria, submits a written application for a posted assignment, the Department may proceed to hire through the Civil Service process.

6. **Grievance Procedure.** The first paragraph of Section 14.3 is amended as follows:

The employee or the Union shall have no more than thirty (30) calendar days to initiate the grievance procedure from the time the aggrieved party first became aware of the alleged violations. In no event shall a grievance be filed, or action initiated later than ninety (90) days after occurrence of the alleged grievance. In the event the Employer is the aggrieved party, it shall present its grievance in writing to the Union and thereafter proceed to Step 6 below.

Step 2 of Section 14.3 is amended as follows:

Step 2 Within seven (7) calendar days following the completion of Step 1, the Union shall outline the grievance in writing, identify all relevant facts, and present the same to the employee's supervisor. In the event the immediate supervisor is (a) a Company Officer, the concurrence of his/her Battalion Chief, or (b) an MSO, the concurrence of a Deputy Chief shall be obtained prior to submitting the decision to the aggrieved employee within nine (9) calendar days from receipt of the grievance.

7. **Section 22.5 – Use of Sick Leave.** Section 22.5 - Use of Sick Leave is amended in its entirety as follows:

Sick leave shall be granted for bona fide personal injury or illness, forced quarantine of an employee, and to care for the employee's spouse or a family member in the employee's immediate household with a health condition that requires treatment or supervision. Sick

leave may be granted for medical and dental appointments subject to the Employer's approval. An employee shall provide a doctor's certificate explaining the reason for the employee's absence as provided in SOG Personnel-017. Employees shall notify the Employer as soon as possible of their inability to report for scheduled duty and, except in emergencies, no later than one (1) hour before the shift commences. The use of sick leave for dependent illness shall be governed by RCW 49.12 as hereafter amended; provided that up to three (3) shifts of sick leave shall be granted for supervision of hospitalized minor children. Additional sick leave for supervision of hospitalized dependents may be granted at the Chief's discretion.

A LEOFF II employee shall have the option of using previously scheduled vacation or holiday time off while on sick leave or disability if the continuous duration of such sick leave or disability is anticipated to be more than three (3) shifts. The option shall be exercised by the employee on a one-time basis for, and prior to, all, but not less than all, his/her scheduled leave during such sick leave or disability. If an employee elects to take previously scheduled vacation or holiday time off, that employee shall remain on the time off schedule, and the scheduled vacation or holiday leave will not be made available to others. An employee's scheduled KCT time off may not be cancelled by the employee, and such KCT time shall remain on the time off schedule during any sick leave or disability, and not be made available to other employees. An employee on sick or disability leave during the annual KCT time off selection process will participate in the selection process in the same manner as if he/she were not on leave.

8. Subsection 23.3 D – Scheduling of Vacation, Holiday, and KCT for Firefighter-Paramedics and Medical Services Officers. Effective for time off starting January 1, 2006, subsection 23.3 D. of the Agreement is amended in its entirety to read as follows:

- D. The scheduling of vacation, holiday, and KCT for Firefighter-Paramedics and Medical Services Officers shall be limited to the number off identified in the following matrix, to be calculated each November 1 based on the number of employed Certified Paramedics.

Number of Paramedics/MSOs	Number Off Per Day
33	3
32	3
31	3
30	3
29	3
28	2/3
27	2/3
26	2/3

For years with 2/3 off as indicated above, two (2) employees shall be allowed off for one-half of the shifts during the year, and three (3) employees shall be allowed off for the remaining half of the shifts during the year. The allocation of the two (2) off and three (3) off shifts shall be determined by the Employer before the November selection process.

9. **Subsection 23.3 E — Scheduling of Vacation.** Subsection 23.3 E. of the Agreement is amended in its entirety as follows:

- E. A combination of vacation, holiday, or KCT time off of two (2) or more consecutive twenty-four (24) hour shifts will be considered for approval before any requests for fewer days off regardless of rank or seniority. Vacation requests for periods longer than six (6) consecutive twenty-four (24) hour shifts shall be considered after all other full shift requests are considered. Vacation or holiday requests of less than twelve (12) hours will not be allowed. (Exception: Job related schooling).

10. **Section 26.3 – Liability Insurance.** Subsection 26.3 of the Agreement is amended in its entirety as follows:

- 26.3 **Liability Insurance.** The Employer agrees to carry liability insurance covering Bargaining Unit employees' liability arising from performance of their duties with coverage and policy limits consistent with those applying to other City of Redmond employees. It is agreed that the scope of coverage, exclusions, and policy limits of such insurance may change without the Union's agreement, based on the available insurance and the Employer's assessment of appropriate levels of coverage.

11. **Article XXIX — Uniforms and Protective Clothing.** SOG Personnel-018 is agreed in the form attached hereto as Exhibit A.

12. **Withdrawn Proposals/Withdrawal of ULP.** The parties acknowledge and agree that their proposals relating to the following provisions of the Agreement are withdrawn, and that such provisions of the Agreement remain in effect unchanged:

- Article 12, Section F. – Rotation of Battalion Chief
- Article XV – Rules and Regulations
- New Section – Out-of-State Driver Licenses
- Section 17.1 – Basic Rate of Pay

The City agrees to withdraw its unfair labor practice charge pending before the Public Employment Relations Commission, number 18846-U-04-4785.

13. **Term.** This MOU shall remain effective until the parties finalize the successor agreement to the Agreement, or for three (3) years, whichever is shorter.

14. **No Other Amendments.** This Memorandum is the only agreement between the parties in relation to the subject matter of the above amendments to the Agreement. Further, this Memorandum shall not be construed to change, amend, or extend any provision of the Agreement other than as provided herein.

DATED the ____ day of _____, 2005

CITY OF REDMOND

**REDMOND FIRE FIGHTERS UNION #2829,
I.A.F.F.**

Rosemarie Ives
Mayor

Ken Weisenbach
President

ATTEST:

Malisa Files, City Clerk

Date: _____

Exhibit A

REDMOND FIRE DEPARTMENT STANDARD OPERATING GUIDELINES

PERSONNEL - 018

DATE: OCTOBER 31, 1989

REVISED: JULY 17, 2003

REVISED FEBRUARY 23, 2005

UNIFORM STANDARDS

FIRE CHIEF: TIM FULLER

Purpose: To provide standardization of all department-issued uniforms to include purchase, cleaning, allocation, standards, verification, and when to wear by type.

Originator: The Deputy Chief of Operations shall be responsible for the content, revision, and annual review of this instruction.

Procedures:

Department personnel shall report for duty in the proper uniform of the day.

Uniforms shall be clean and neat in appearance. Shirts shall be neatly tucked into pants, and pocket flaps shall be buttoned. If a tie is worn with the Class A or B uniform, the tie shall be in its proper place with the shirt buttoned. Shoes shall be shiny and/or clean at the start of each shift and maintained throughout the duty period depending on the day's activities.

Members shall maintain at least one (1) Class B and one (1) Class C uniform neat, clean, pressed, and available at all times while on duty for meeting appearance needs.

All insignias, patches, artwork, logos, badges, and nameplates shall be in accordance with the uniform standards unless otherwise approved by the Fire Chief.

Supervisors shall be held accountable for the condition of their own uniform and uniforms of their personnel.

When to Wear By Type

- Class A - To be worn at formal occasions as specified by the Fire Chief; i.e., funerals, graduations, public presentations, public appearances, etc.
- Class B - Uniform of the day for chief officers, training captain, acting battalion chiefs, MSOs, paramedics, and the Fire Prevention Division.
- Class C - Uniform of the day for company officers, driver/operators, and firefighters. Uniform for work details such as house duties, drills, and in-house assignments. Minimum acceptable uniform for any public contact in-house, such as tours, meetings, etc. The station officer shall determine uniform of the day, provided that the uniforms are supplied by the employer and maintained in a clean and neat appearance. Minimum uniform for inspectors for work in the field that will require minimum public contact (i.e., fire investigations).

* Class C uniforms will be issued to ALS personnel after their certification as firefighters. The Class C uniform for the MSOs will be the same as the captains, and the Class C uniform for the paramedics will be the same as the firefighters (see attached uniform specifications).

Alternate Clothing

During periods of cold weather when additional clothing is required for warmth, such clothing may be worn under the issued uniform shirt, pants, or sweater in such a manner that will not change the outward appearance of the uniform.

During periods of hot weather, department T-shirts may be worn with the Class C pants as a uniform.

Department-issued T-shirts, navy sweats without emblems, or Union-supplied navy sweats with a logo approved by the Fire Chief may be worn for physical fitness and under turnouts.

Department-issued T-shirts may be worn for hydrant testing, hose testing, field training, and standby time.

ALS personnel may wear jumpsuits for physical fitness and standby time.

ALS personnel may wear department-issued black vests over their uniform shirts.

Fire department baseball caps may be worn as a part of the uniform.

Coveralls may be issued to fire prevention personnel for fire inspections or investigations.

White socks will be permitted with high top boots in lieu of the dark blue or black socks referenced in the Uniform Specifications.

Support Staff

Administrative Staff and Emergency Preparedness Program Manager – Funding is not allowed for uniforms or cleaning expenses. Dress and cleaning shall be provided by employee at his or her expense. Daily attire shall be clean and neat in appearance.

Mechanics – Uniforms shall be supplied and cleaned at employer's expense. The department shall supply cold weather coveralls and boots.

Chaplains – Department jacket and Class A uniform shall be supplied by the department.

Procurement of Uniforms

All uniforms required shall be supplied by the city at no cost to the employee.–

All Class C uniforms shall be ordered and/or issued to the recruit firefighter within one week of employment (Attachment A). One Class B uniform will be issued two weeks before the recruit firefighter's academy graduation.

Procurement of uniform items, other than the initial Class C & B items described above, shall be from an approved department vendor and will be the responsibility of the employee. Replacement of uniform items will be upon approval of the employee's supervisor and coordinated through either the ALS Administrative Assistant for ALS personnel or the Administrative Supervisor for all non-ALS personnel.

At no time will the city be responsible for any unauthorized uniform purchase made by any employee.

Uniform Cleaning

All department-issued uniforms shall be cleaned at no expense to the employee. A cleaning company will make periodic pickup and delivery to stations based on volume of service. Uniform pickup and delivery sites vary per station. Check with station captain for location and supplies.

Class C uniforms, T-shirts, and shorts may be cleaned in the station washer and dryer if so desired. In the event of contamination, follow the guidelines of SOG EMS-014, Communicable Disease Control Procedure, regarding uniform laundering.

DK:ac

Attachments

MEMORANDUM OF UNDERSTANDING
by and between
CITY OF REDMOND
and
REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) establishes a Deputy Fire Marshal (“DFM”) assignment as agreed between the CITY OF REDMOND (the “City”), and the REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F. (the “Union”). Except as provided in this MOU, the wages, working conditions and terms of employment shall be governed by the collective bargaining agreement and other memoranda of understanding between the City and the Union (the “Agreement”).

1. Agreement. The purpose of this MOU is to record the agreement between the City and the Union regarding the following: 1) establishment of the new DFM assignment; 2) changes in salary, responsibility, and terms of assignment for Firefighter-Fire Inspector; and 3) the understanding regarding pay, assignment, and transfer of employees currently assigned to Firefighter-Fire Inspector. This MOU will become effective as of the date it is executed by both parties.

2. Deputy Fire Marshal

a) Job Description. The description for the DFM assignment is attached as Exhibit A. This description shall be modified as needed in accordance with departmental Standard Operating Guidelines.

b) Term of Assignment. The minimum term of assignment to the DFM position shall be five (5) years. There will be no limit to the duration of the DFM assignment; however, employees may be reassigned at any time on the basis of staffing needs and/or fiscal constraints.

c) Training/Certification. Training and certification will be obtained as expeditiously as possible and must be completed within two (2) years from the date of assignment as a DFM. Failure to obtain required certifications within the specified time period will result in reassignment, provided that the Employer may allow more than two (2) years for an employee to obtain the required certifications due to scheduling restraints or other limitations of the availability of training classes or certification testing opportunities.

d) Salary. The salary range for the DFM assignment shall be the same as Lieutenant. At the time of assignment, the employee will be placed at the lowest Lieutenant pay step that provides a minimum of a six percent (6%) increase from the employee’s then current salary.

e) Assignment Process. The assignment process will consist of a pass/fail qualifications test. Employees passing the test shall then be assigned based on seniority in accordance with Article XII, Section B. of the Agreement. If there are fewer than two (2) employees per assignment opening applying for the assignment, or if fewer than two (2)

employees meet the minimum requirements of the assignment, the assignment will be advertised externally in accordance with the Redmond Civil Service Rules. When an external recruitment is required, two (2) eligibility lists will be created, one internal and one external. Both lists will be valid for eighteen (18) months; however, the internal eligibility list shall be exhausted prior to utilizing the external eligibility list.

f) Standby. Standby shall be compensated at a rate of ten percent (10%) of the top step hourly rate for DFM. Assignment to standby shall be made in accordance with standard operating procedures and, at the discretion of the supervisor, may be made on a mandatory basis. Standby duty occurring on any holiday identified in Section 23.2 of the Agreement shall be paid at the rate of twenty percent (20%) of the top step hourly rate for DFM.

3. Firefighter-Inspector

a) Job Description. The description for Firefighter-Inspector is attached as Exhibit B. This description shall be modified as needed in accordance with departmental Standard Operating Guidelines.

b) Term of Assignment. The minimum term of assignment shall be two (2) years.

c) Salary. Employees below the rank of Lieutenant shall be paid at their current rate of pay plus six percent (6%) when assigned to the Firefighter-Inspector position. Lieutenants and above will be paid at the Lieutenant pay scale with no percentage increase. The pay of employees holding a rank higher than Lieutenant who are assigned as Firefighter-Inspectors will be reduced to the top step of Lieutenant during the term of the assignment.

d) Assignment Process. Assignment shall be made in accordance with Article XII of the Agreement. The Department shall maintain authorized assignments of at least three (3) DFM assignments per one (1) Firefighter-Inspector assignment. Temporary vacancies in an assignment shall not affect the calculation of the ratio.

4. Transfer of Current Firefighter-Inspector Positions to Deputy Fire Marshal. The parties agree that current Firefighter-Inspectors will have the option of assignment as a DFM and may do so without qualifying through the assignment process outlined in Section 2.e. of this MOU. Employees electing this option will be paid at the top step of the DFM pay range. The following employees qualify for this option:

Mark Pease
Jeffrey LaFlam
Charles Baunsgard
Lynn Sjolander
Richard Gieseke
Stanley Noble

Of the current employees assigned to Firefighter-Inspector, those who elect the option of assignment to DFM need not comply with the five (5) year minimum term of assignment identified in Section 2.b) if

they transferred to the Firefighter-Inspector assignment prior to January 1, 2002. This exception applies to the following employees:

Mark Pease
Jeffrey LaFlam
Stanley Noble
Richard Geiseke

Employees currently assigned to Firefighter-Inspector who elect to remain in the Firefighter-Inspector position will continue to receive a salary at the level of Lieutenant until the earlier of their assignment ending or the completion of one rotation. The assignment rotation period will be determined in accordance with the Agreement. At the completion of the assignment rotation period, the employee may elect reassignment to a different position or continued assignment in Firefighter-Inspector with a salary reduction in accordance with Section 3.c).

5. Severability. If any term or condition of this MOU is found to be invalid, the remaining terms and conditions shall remain in full force and effect.

6. Integration. This MOU is an integrated document. This document is the only agreement among the parties hereto with respect to its subject matter, and replaces and/or supersedes any and all prior agreements or understandings between the parties regarding the subject matter of this MOU. The parties hereto agree that all previous agreements and representations regarding the subject matter of this MOU, whether oral or in writing, are hereby null and void and of no further force or effect. Any modifications to this MOU must be made in writing, signed by the parties hereto in order to be valid and binding.

7. Use of Terms. Except as otherwise defined in this MOU, capitalized terms shall have the same meaning as defined in the Agreement.

8. Acknowledgement. The undersigned agree that they have read and understand and do hereby approve and agree to the terms of this Memorandum of Understanding between the City of Redmond and the International Association of Fire Fighters Union, Local #2829.

Dated the ____ day of _____, 2005

CITY OF REDMOND

**REDMOND FIRE FIGHTERS UNION #2829,
I.A.F.F.**

By: _____
Rosemarie Ives
Mayor

By: _____
Ken Weisenbach
President

ATTEST:

Malisa Files, City Clerk

Date: _____

EXHIBIT A

CITY OF REDMOND

CLASSIFICATION DESCRIPTION

JOB TITLE: Deputy Fire Marshal

REPORTS TO: Assistant Fire Marshal

DEPARTMENT: Fire

DATE: February 10, 2005

GENERAL FUNCTION:

Maintains training for and participates in emergency fire and EMS response. At emergency scenes, acts in the positions of staging/base manager, safety officer, command aid, or as assigned in the incident command system. Investigates fires to determine cause and points of origin and prepares reports for felony or misdemeanor prosecution shall provide investigation standby coverage on a rotational basis. Shall be directly responsible for the functions required to accomplish the fire prevention objectives of the department under the supervision of the Assistant Fire Marshal.

PRIMARY WORKING RELATIONSHIPS:

Firefighters, Fire Inspectors, Driver/Operators, Company Officers, Assistant Fire Marshal, Fire Marshal, Battalion Chiefs, Deputy Chief of Services, building owners, agents, and tenants, contractors, fire protection system installers, sales representatives, control station managers, and personnel.

ESSENTIAL JOB FUNCTIONS: *(See Note)*

Each of the following duties is an implied ability.

1. Will monitor the emergency radio when on duty and respond to major fires, EMS, or other emergency incidents. Respond at their discretion to any fire or EMS incident that he/she believes their arrival will positively affect incident outcome.
2. When assigned, wears breathing apparatus, climbs ladders, uses specialized tools and equipment to enter hazardous environments to assist in saving lives or protecting property.
3. Investigates fires to determine accidental, natural, or incendiary causes. Provides investigation standby coverage as defined in Standard Operating Guidelines. Collects evidence, interviews witnesses and suspects, and writes and assembles reports to assist in a prosecution.
4. Writes comprehensive investigative reports used by prosecutors, judges, attorneys, and insurance companies. Writes product failure reports, maintains accurate documentation and records of all investigations.
5. Visits premises of new construction or existing buildings to enforce engineering and construction codes related to fire protection. Contacts owners, developers, and contractors; explains technical violations and offers alternative solutions which will meet the intent of the code.

6. Reviews construction plans for compliance of life safety and applicable codes on new or existing buildings.
7. Inspects occupancies for code violations and/or to ensure construction is proceeding in accordance with specifications and plan documents.
8. Requires alterations of structures, fire protection systems, roadways, use or storage of materials, site characteristics, and construction methods to meet regulations. Writes letters and notices directing compliance on specific violations.
9. Represents the fire department on committees and at meetings involving long-range planning of commercial and residential development. Prepares and presents reports to architects, contractors, and developers on city ordinances and fire codes under the guidance of the Assistant Fire Marshal.
10. Assists engine company inspectors with specific interpretations of codes and regulations.
11. Attends meetings, seminars, schools, and/or training sessions as may be assigned to keep abreast of modern fire service methods or techniques.
12. Monitors and oversees the inspection of buildings; instructs personnel in code enforcement.
13. Assists in the design and construction of projects and displays on fire prevention for public education.
14. Participates in the department public information events.
15. Issues operational fire code permits for regulated processes and citations for violation of the Redmond Fire Code.
16. Testifies as a witness regarding fire prevention or investigation in both civil and criminal court actions.
17. Uses any and all fire fighting equipment as appropriate to extinguish fires in buildings, grass, terrain, automobiles, or other situations which may involve oil chemicals, electrical, or other flammable or combustible materials or origins.
18. Responds to various hazardous environments wearing breathing apparatus and using specialized tools and equipment to save lives, protect property, suppress fires, and administer first aid to the sick and injured.
19. Drives emergency response vehicles as qualified and appropriate for the incident; transports patients to hospital or other medical facility.
20. Performs other duties as assigned.

WORKING CONDITIONS:

Work is performed at emergency scenes, in the office, construction or business site, or at field

inspection locations. Physical hazard from smoke fumes and inhalation, burning objects and obstacles may be present at a fire scene. Subject to callback.

Note:

(1) All requirements are subject to possible modification to reasonably accommodate individuals with disabilities. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

(2) While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

(3) This job description in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job related duties requested by their supervisor.

PHYSICAL ACTIVITIES:

Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects. Subject to both inside and outside environmental conditions. Subject to extreme heat, noise, physical hazard from traffic, fire, and falling objects, atmospheric conditions such as smoke, fumes, odors, gases. May be required to wear a hard hat, safety glasses, earplugs, respirator, SCBA, PPE, gloves, and boots.

DESIRABLE SKILLS, KNOWLEDGE, AND ABILITIES:

Knowledge of:

All applicable codes and ordinances relating to fire and life safety. Methodology of fire investigation origin and cause determination.

Demonstrated ability to:

- Perform emergency scene work to a firefighter level including EMS related incidents.
- Perform at emergency scenes as a staging/base manager, safety officer, command aid, or as part of emergency operations crew and perform duties as assigned in the incident command system.
- Communicate effectively in English, both orally and in writing.
- Perform investigation duties for fire cause and origin determination.
- Prepare and maintain reports and records within assigned area of responsibility.
- Train department personnel in enforcement of fire codes.
- Maintain confidentiality in working with information of a proprietary, confidential, or personal nature.

MACHINES, TOOLS, EQUIPMENT, AND/OR OFFICE MACHINES:

Aid cars, Fire engines, ladder trucks, investigation vehicle, passenger vehicle, personal computer, camera, hydrocarbon detector, shovel, saws, breathing apparatus, lighting fixtures, fire fighting equipment, copiers, two-way radio

EDUCATION AND EXPERIENCE:

- Two (2) years as a Redmond Fire Department Firefighter and off probation.

LICENSES AND OTHER REQUIREMENTS:

- Must meet medical and physical agility standards and all civil service requirements.
- Certification as an Emergency Medical Technician is required and shall be maintained as per union contract.
- Obtain an I.F.C. Fire Inspector II certification, (or approved alternate) within twenty-four (24) months of the date of assuming the Deputy Fire Marshal position.
- Obtain a Washington State Fire Investigator Certification, (or approved alternate) within twenty-four (24) months of the date of assuming the Deputy Fire Marshal position.
- Must possess valid Washington State driver's license and remain insurable with the City of Redmond.

FLSA STATUS: Non-Exempt

EXHIBIT B

CITY OF REDMOND

CLASSIFICATION DESCRIPTION

JOB TITLE: Firefighter-Inspector Assignment

REPORTS TO: Assistant Fire Marshal

DEPARTMENT: Fire

DATE: February 10, 2005

GENERAL FUNCTION:

Maintains training for and participates in emergency fire and EMS response. At emergency scenes, acts in the positions of staging/base manager, safety officer, command aid, or as assigned in the incident command system. Shall be directly responsible for the functions required to accomplish the fire prevention objectives of the department under the supervision of the Assistant Fire Marshal.

PRIMARY WORKING RELATIONSHIPS:

Firefighters, Driver/Operators, Company Officers, Deputy Fire Marshals, Assistant Fire Marshal, Fire Marshal, Battalion Chiefs, Deputy Chief of Services, building owners, agents and tenants, contractors, fire protection system installers, sales representatives, control station managers and personnel.

ESSENTIAL JOB FUNCTIONS: *(See Note)*

Each of the following duties is an implied ability.

1. Will monitor the emergency radio when on duty and respond to major fires, EMS, or other emergency incidents. Respond at his/her discretion to any fire or EMS incident that he/she believes their arrival will positively affect incident outcome.
2. When assigned, wears breathing apparatus, climbs ladders, uses specialized tools and equipment to enter hazardous environments to assist in saving lives or protecting property.
3. Visits premises of new construction or existing buildings to assist in the enforcement of engineering and construction codes related to fire protection. Contacts owners, developers, and contractors; explains technical violations and offers alternative solutions which will meet the intent of the code.
4. Inspects occupancies for code violations and/or to ensure construction is proceeding in accordance with specifications and plan documents.
5. Requires alterations of structures, fire protection systems, roadways, use or storage of materials, site characteristics, and construction methods to meet regulations. Writes letters and notices directing compliance on specific violations.
6. Represents the fire department on committees and at meetings of commercial and residential development. Prepares and presents reports to architects, contractors, and developers on city ordinances and fire codes under the guidance of the Assistant Fire Marshal.

7. Assists engine company inspectors with specific interpretations of codes and regulations.
8. Attends meetings, seminars, schools, and/or training sessions as may be assigned to keep abreast of modern fire service methods or techniques.
9. Monitors and oversees the inspection of buildings; instructs personnel in code enforcement.
10. Assists in the design and construction of projects and displays on fire prevention for public education.
11. Participates in department public information events.
12. Issues operational fire code permits for regulated processes and citations for violation of the Redmond Fire Code.
13. Testifies as a witness regarding fire prevention in both civil and criminal court actions.
14. Uses any and all fire fighting equipment as appropriate to extinguish fires in buildings, grass, terrain, automobiles, or other situations which may involve oil chemicals, electrical, or other flammable or combustible materials or origins.
15. Responds to various hazardous environments wearing breathing apparatus and using specialized tools and equipment to save lives, protect property, suppress fires, and administer first aid to the sick and injured.
16. Drives emergency response vehicles as qualified and appropriate for the incident; transports patients to hospital or other medical facility.
17. Performs other duties as assigned.

WORKING CONDITIONS:

Work is performed at emergency scenes, in the office, construction or business site or at field inspection locations. Physical hazard from smoke fumes and inhalation, burning objects and obstacles may be present at a fire scene. Subject to callback.

Note:

(1) All requirements are subject to possible modification to reasonably accommodate individuals with disabilities. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

(2) While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

(3) This job description in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job related duties requested by their supervisor.

PHYSICAL ACTIVITIES:

Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects. Subject to both inside and outside environmental conditions. Subject to extreme heat, noise, physical hazard from traffic, fire, and falling objects, atmospheric conditions such as smoke, fumes, odors, gases. May be required to wear a hard hat, safety glasses, earplugs, respirator, SCBA, PPE, gloves, and boots.

DESIRABLE SKILLS, KNOWLEDGE, AND ABILITIES:

Knowledge of:

All applicable codes and ordinances relating to fire and life safety.

Obtain an I.F.C. Fire inspector II certification, (or approved alternate).

Demonstrated ability to:

- Perform emergency scene work to a firefighter level including EMS related incidents.
- Perform at emergency scenes as a staging/base manager, safety officer, command aid, or as part of emergency operations crew.
- Communicate effectively in English, both orally and in writing.
- Prepare and maintain reports and records within assigned area of responsibility.
- Train department personnel in enforcement of fire codes.
- Maintain confidentiality in working with information of a proprietary, confidential, or personal nature.

MACHINES, TOOLS, EQUIPMENT, AND/OR OFFICE MACHINES:

Aid cars, Fire engines, ladder trucks, investigation vehicle, passenger vehicle, personal computer, camera, hydrocarbon detector, shovel, saws, breathing apparatus, lighting fixtures, fire fighting equipment, copiers, two-way radio

EDUCATION AND EXPERIENCE:

- Two (2) years as a Redmond Fire Department Firefighter and off probation.

LICENSES AND OTHER REQUIREMENTS:

- Must meet medical and physical agility standards and all civil service requirements.
- Certification as an Emergency Medical Technician is required and shall be maintained as per union contract.

- Must possess valid Washington State driver's license and remain insurable with the City of Redmond.

FLSA STATUS: Non-Exempt

**MEMORANDUM OF UNDERSTANDING
REGARDING LATERAL ENTRY FIREFIGHTER-PARAMEDIC SENIORITY
by and between
CITY OF REDMOND
and
REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") modifies certain provisions of the 2002-2004 Agreement by and between the CITY OF REDMOND and REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F (the "Agreement") as follows:

1. **Purpose.** This Memorandum records the understanding between the parties relating to wages and benefits for lateral hire entry Firefighter-Paramedics.

2. **Appendix "A" Compensation for Paramedics and MSO.** Section A.10 of Appendix "A" of the Agreement is amended by the addition of the following:

Firefighter-Paramedics hired from outside the NE King County ALS Consortium through a lateral recruitment process, shall be granted seniority for the determination of the level of wages and benefits based on either (a) their years of continuous employment as a professional firefighter, or (b) if the individual is not a professional firefighter, the date of their certification as a Harborview-trained paramedic. For selection of KCT, Vacation, and Holiday, and for personnel reduction, seniority will be based on Department Seniority as defined in Section 8.1 A.

3. **No Other Amendments.** This Memorandum is the only agreement between the parties in relation to the wages and benefits for lateral entry Firefighter-Paramedic. Further, this Memorandum shall not be construed to change, amend, or extend any provision of the Agreement other than as provided herein.

DATED the ____ day of July 2005

CITY OF REDMOND

**REDMOND FIRE FIGHTERS UNION #2829,
I.A.F.F.**

Rosemarie Ives
Mayor

Ken Weisenbach
President

ATTEST:

Malisa Files, City Clerk

Date: _____